

UNITED STATES DISTRICT COURT

18-CV-2061

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate judicial officer.

Address of Plaintiff: 90 108 WEST GODFREY AVENUE - PENNSYLVANIA - FRB-PHILA-19120

Address of Defendant: JOSH SHAPIRO - 16TH FLOOR STRAWBERRY SQ - HARRISBURGH - PA 17120

Place of Accident, Incident or Transaction: 100 SOUTH BROAD STREET, PHILA. COUNTY - PA 19110

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐ No ☐

Does this case involve multidistrict litigation possibilities?

Yes ☒ No ☐

RELATED CASE, IF ANY:

Case Number: 1709011977 Judge JOHN 411 - MILTON YOUNG Date Terminated: N/A

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☒ No ☐
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☒ No ☐
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☒ No ☐
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☒ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify) _____

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify) _____
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
(Please specify) _____

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Kim Carruth, counsel of record do hereby certify:
☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
☒ Relief other than monetary damages is sought.

DATE: May 16th 2018By: [Signature] Plaintiff

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: May 16th 2018By: [Signature] Pro Se Plaintiff

CDJIN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CARRUTH, Kim

CASE MANAGEMENT TRACK DESIGNATION FORM~~ESTATE OF CARRUTH~~

CIVIL ACTION

JOSEPH SHAPIRO ^WDA - ETAL
Acting Attorney General - PA

NO. 18-CV-2061

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ☒

Date

May 16th 2018
215-224-4131_____
Plaintiff

Telephone

FAX Number

E-Mail Address

UNITED STATE DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

CDJ

18. CV 2061

Carruth, Kim

~~ESTATE OF CARRUTH~~, to wit
~~Beneficial Owner and Designated~~
~~Representative for Carruth, Kim (Proper Persona)~~
Correspondent

V.

C.R.I.S. # 1709-01977
Term 2017
OPA No. 611282800
Book # 529 page 578 & C
DOC. ID # 50175718
DATED 8/31/2000
RECORDED 11/24/2000

STATE OF PENNSYLVANIA
JOSH SHAPIRO dba Acting
ATTORNEY GENERAL
MUNICIPAL CORPORATION etals

ADMINISTRATIVE RESERVE BANK
FRB OF PHILADELPHIA

PHILADELPHIA COUNTY, etals

Blessed Rudolph, Controller on behalf of
BANK OF AMERICA, N.A.

ELFANT -WISSAHICKON-REALTY

Ben Carson, dba
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Jewell Williams, dba
SHERIFF- PHILADELPHIA COUNTY etals

Steve Wulko- dba Philadelphia County Clerk Recorder

James Leonard, Philadelphia County Recorder of Deeds

JAMES PATTERSON Sr. etal dba Interlopers

Respondent(s)

COMPLAINT

Under Protective Order- FRCP Rule 26(c)(A)

SPECIAL MATTER OF INTEREST TO NOTE

SUBROGATION UNDER EQUITY

FEDERAL QUESTION (s)

Jury Trial YES

**CLAIMANT'S RIGHTS OF SUBROGATION UNDER EQUITY TO REVOKE
INTERLOPERS FROM TRUST PASSING**

I. Parties in this Complaint

1. Plaintiff is:

ESTATE OF CARRUTH
108 West Godfrey avenue
Pennsylvania 19120-9999-5

is the real owner of the property hereinafter described.

2. Defendant(s)

D1 Josh Shapiro

Attorney General
Pennsylvania State
16TH Floor
Strawberry Square
Harrisburg, PA 17120
Attn: Josh Shapiro

D2 Patrick Harker

Federal Reserve Bank- Philadelphia
10 Independence Mall
Philadelphia, PA 19106
Attn: Patrick Harker

D3 Matthew Brushwood, A310592

Attorney
Phelan Hallinan Diamond & Jones
1617 JFK Blvd, Suite 1400
Philadelphia, PA 19103
Attn: Francis Hallinan

D4 Jewell Williams, dba

Philadelphia County Sheriff
200 South Broad Street, 5th Floor
Philadelphia, PA 19110
Attn: Joseph Vignola

D5 Robert El'fant

PA Broker
El'fant Wissahickon Reality
7112 Germantown Avenue
Philadelphia, PA 19119
Attn: Robert El'Fant

D6 **James Leonard**, dba
Philadelphia County Recorder
City Hall, room 154
Philadelphia, PA 19103
Attn: James Leonard

D7 **Ben Carson**
Commissioner
U.S. Department of H.U.D
451 7th Street, S.W.
Washington, D.C. 20410
Attn: Single Family Division Director-Phila

D8 **Steve Wulko**, dba
Court of Common Pleas Administrator
100 South Broad Street
City Hall, Room 296
Philadelphia, PA 19103
Attn: Joseph Evers

D9 **JAMES PATTERSON**, Sr. dba
Interloper
110 West Godfrey Avenue
Philadelphia, PA 19102
Attn: Leonard, James Jr.

D10 **Blessed Rudolph**, dba
FRB- PHILA, dba
BANK OF AMERICA, N.A.
7105 Corporate Drive
Plano, Texas 75024
Attn: Rudolph, Blessed-CFO

II. Basis of Jurisdiction

This court has plenary power to administer **EQUITY** according to well-settled principles of equity jurisprudence in cases and subject matters under its jurisdiction; *Turner v. Hostellar*, 359 Pa. Super. 167, 518 A.2d 833(1986). Under Rule 3165 “After execution and return of the writ, if the accused shall

reenter into possession, the prothonotary, upon praecipe and affidavit setting forth the facts, filed within (3) years after the return of the writ on which execution was completed, shall issue a new writ of possession.” This Court also has jurisdiction over this matter pursuant to 35 U.S.C. 31 Inclusive with 28 U.S.C 2201 and the uniform Declaratory Judgment Act, U.S. CODE 2201, Chapter 151 of UNITED States Code and Chapter 85 of Tittle 28 1338.

This court has personal jurisdiction over all respondent(s) because all respondent(s) are Organized in, residence of and/or have their principal offices in this judicial district, venue is proper in this court pursuant to chapter 87 of Tittle 28 because Defendant(s), have a regular and established place of business in this Judicial District defined in 28 U.S. Code 451; notwithstanding the respondents affiliating in and within the Federal Reserve District; and

Further Jurisdiction

U.S. Department of Justice (DOJ) and U.S. Securities and Exchange Commission (SEC) by operation of law grant this court jurisdiction per the enactment Foreign Corrupt Practices Act. Regarding RICO, jurisdiction is proper per RICO ACT 1965 because respondent(s) directly invested in, maintained an interest in, or Participated in a criminal enterprise affecting interstate or foreign commerce.

(a) FEDERAL QUESTION

Pursuant to Notice 95-100 H.U.D; Congress pass the Single Family Mortgage Foreclosure Act- (PL- 103-327; 12 U.S.C 3751-3768) which clearly states “*all foreclosure actions under the new legislation must be initiated in the name of the Secretary of Housing and Urban Development.*” aka Ben Carson; **Please clarify the above United States Code above?**

(b) FEDERAL QUESTION

Judgements are VOID on its face; that are procured by fraud; see (*Long v. Shorebank DCorp., 182F.3d 548 (C.A.7 III. 1999th).*

Discovery Control Plan

Plaintiff intends to conduct discovery under FRCP Rule 26(a)(1) and FRCP Rule 26(c)(A).

III. STATEMENT OF CLAIM

TO THE CLERK OF COURT

To WIT:

WHEREAS, On 08/31/2000 **KIM DANIELLE CARRUTH**, a Minor estate aka borrower made, executed and delivered a *security note* upon the premises [**EXHIBIT A**]hereinafter described to PNC BANK, N.A., which received full consideration under lawful contract and under the covenant, no parts of **the** original security instrument, **hereinafter described** as the **NOTE** may **NOT** be assumed without the written consent of the borrower; this shall constitute NO COUNTY, NO SHERIFF or CORPORATE BODY-POLITIC or INTERLOPERS hereinafter named **PATTERSON** etc;

WHEREAS, I am the Registered Holder of the instrument (H105.102) which was conveyed in Pennsylvania; forming a Trust under Federal Home Loan Bank- FRB in the second district (Philadelphia) rooted BANK/STREET Name: CARRUTH with the number 030974-1965 (BC) aka NAME CONTROL:CARR; EIN# xx- xxx-3408;

WHEREAS, I am the Registered Holder, conveyed, assigned, pledged its security and settled a deed of trust, dated 8/31/2000 on Book (VSC) 529 page 578 + C in the County of Philadelphia; which was recorded under 50175718 and 50175719; being Account No. 61-1-2828-00; being Registry No. 139 N 6-310 tied to premises in care 108 West Godfrey Avenue- 19102;

WHEREAS, I am the Registered Holder, whom settled and cleared # xxx-xx-3408 with the

USHUD, Federal Reserve Bank Agency-second District servicer, Blessed Rudolph aka BANK OF AMERICA, N.A. dba PNC MORTGAGE CORP on MARCH 25th 2017 under Registered Receipt # 475 746 738 US; all other assignments are deemed void, [see Exhibit B]

WHEREAS, On or about 03-19-2018; redemption of full equity from “my alleged abandonment of my note” was requested under the watchful “eye” of the Ecclesiastical official, Milton, J *dba* J411 for CCP 170901977; all exhibits as evidence were openly denied under C.R.I.S account # 170901977;

WHEREAS, on 03-19-2018; on the record, J411 stated that Defendant(s) etals have deluded my securities and have attempted to bar me from my Equity; (transcripts are available); [see EXHIBIT C, pages 5, 6, 7,8,9, 11,12, 15,18 and 19]

WHEREAS, On or about May 2, 2017, the Defendant(s), attached to this matter, is Josh Shapiro dba Attorney General, Philadelphia County, Robert Elf ‘ant, Steve Wulko, Jewel Williams, James Leonard etal and James Patterson, Sr. etals whom are *all* subject to a fraudulent transfer of “real property” from a Trust; Defendant(s) conspired to “act” as the Registered Holder by forging signatures on legal documents; nothing short of RICO, Bank Fraud, Identity Theft, False claim and Trust Theft by deception and a host of other violations for pecuniary gain;

WHEREAS, pursuant to Notice 95-100 H.U.D; Congress pass the Single Family Mortgage Foreclosure Act- (PL- 103-327; 12 U.S.C 3751-3768) which clearly states “*all foreclosure actions under the new legislation must be initiated in the name of the Secretary of Housing and Urban Development.*” aka Ben Carson;

WHEREAS, the above claim(s) shall fall under a “well pleaded complaint rule” (see **FRCP 8**) and (Friedenthal sec 2.2)

WHEREAS, any assignment after 8/31/200 shall here and now be VOID on its face; that was procured by fraud; see (*Long v. Shorebank DCorp., 182F.3d 548 (C.A.7 III. 1999th)*).

WHEREAS, a Bond shall be affixed and issued with a **Warranty of Attorney, Assignment of Rights and Duties, Lawful Public Notice Absolute Hereditary Title** and a **4A Federal Fund Wire Transfer** to be administered by this agency to “clear the docket” and set the record, [E]state to its proper status and restore that which was done in error or malice back to *its* beginning point;

IV. FACTS IN SUPPORT

[T]he undersign, has full authority as sole Beneficial Owner, Designated Representative and Lessor for CARRUTH, KIM; aka (“assignor”)/ Plaintiff brings this on an Emergency basis and under proper cause demonstrated with other “circumstance so grave and compelling that constitutes extraordinary cause justifying this court’s immediate intervention”, Simpson, 350 Pa. Super. 337,504 A. 2d at 245 citing to Klugman, 198 Pa. Super. At 272, 182 A.2d at 225 and pursuant to Defendant’s Fraudulent Conveyance of the CARRUTH [E]state; and to move this court to issue to Plaintiff a New WRIT of POSSESSION (“order” or “judgment”) against JOSH SHAPIRO dba ACTING ATTORNEY GENERAL MUNICIPAL CORPORATION, for certain violations of, without limitation, the Foreign Corrupt Practices Act (FCP Act), Racketeer Influenced and Corrupt Organizations (RICO Act); Trafficking of Persons; Identify Theft; False Claims Act, White Collar Crime inclusive without Limitation to, similar provisions with respect to similar fraud; anti-bribery Provisions of the FCPA, now also apply to foreign firms and

persons who cause, Directly or through agents\instrumentalities thereof, an act in furtherance of such a Corrupt **payment** to take place within the territory of the United States; casuistry, Money laundering; general abuse. Plaintiff moves this court for a WRIT OF REPLEVIN or Decree and Ordering Immediate Relief involving CARRUTH's Public Trust which are and have been restrained and usurped by co-Defendant's etals, their COVET ACTS and not limited to the failure to ACT. Banks within districts are subjected to anti-money laundering screening; aka restraint. Plaintiff as the Beneficial Owner; Lessor; and Heir to SURNAME: CARRUTH firm discount house, do hereby claim enforceable interest and any\all interest in any transaction(s), whether heretofore or hereinafter secured or unsecured be it tangible or intangible, corporeal or incorporeal, pertaining to SURNAME: CARRUTH firm discount house, see **Mechanic's Lien, WARRANTY OF ATTORNEY, Collateral Deposit FRCP Rule 67, Assignment of Rights and Duties, Order for a 4(a) Federal Fund Wire Transfer** for this cause to be settle and remove all encumbrances, free and clear on CARRUTH and its real estate, issued to this Prothonotary and with Invoice, Plaintiff(s) claims restraint; injury; damage; and loss as a result of Defendant's ACTS either or failure to ACT, Qualify among the [re]public, ruling a Person by transactions: or chooses by belief, To qualify under democracy, vote for rulers over person by transfer of rights. By knowledge, all secured interest among any commercial transaction Pursuant to Congressional Bankruptcy, suspending intrinsic value money and codified in Securities & Exchange Act of 1933 and 1934. All take face value of instruments, also known as (aka), M1, PTA, promissory Note, bonds, warrants, pay check, etc., and not the whole intrinsic value, which is Placed in an reserve account to remit at a later date; issued through Utility, Mortgage, car, (etc.) state-ment by annexed detachable coupon as payable interest from taking face value as a discount-bank, that must be converted into an Electronic check to balance any account to zero.

All bills are from Exchange Act of 1933 and with proper endorsement to transfer payable interest from coupon\check Back to issuer of coupon\check to balance bill to zero. One must be economic and Manage

public finances, for all finances deal with the public treasury, one cannot pay a debt with a debt. federal reserve notes are instruments and are (t)he Government's obligation because of 1933 Act Federal reserve notes are not a United states Dollar (USD) which is silver & gold certificates back by gold or silver, USDs no longer circulate in society but issue privately with men (female or male) Through a commercial bank, creates a bank note/promissory note for USD That USD gets swapped to Federal Reserve note, which balance out the trade to Zero: therefore, no loan be ever given, because no intrinsic value from lawful Money is exchanged; and

WHEREFORE and IN WITNESS WHEREOF, Plaintiff, as Beneficial Owner/Lessor through State of Pennsylvania, Department of Health, Registrar File No. 030974-1965 this woman be no longer under the corporate veil, is one in the spirit, And **Hereby**, require the court to issue a decree for EQUITY and COLLATERAL ESTOPPEL Pursuant to 35 U.S.C. 315 (e);

Notice and Acknowledgement is hereby given and adopted. Plaintiff BE UNDER THE NEW COVENANT OF GRACE. woman, before leaving this Earth [carnal things] is instructed to possess her vessel; to live in truth; righteousness; sanctification, and honor. Plaintiff, in good faith, fulfilled its accord and satisfaction under its commercial contract transaction, and have exhausted all remedy under the Security and Exchange Act; Bill of Exchange Act; and the Assignment Act; with no relief,

WHEREFORE, and IN WITNESS WHEREOF, Plaintiff, as Beneficial Owner through Commonwealth of Pennsylvania, Department of Health, Registrar File No 030974-1965 hereby require the Court to issue a decree upon embezzlement of *[I]/ts security instrument* pursuant to 18 U.S.C. 656.

V. Relief

For the fact, Plaintiff comprehends to be true beneficial owner to full faith and Credit Certificate to bind United States to all commercial transactions by or Through U.S Bank National Association Federal Wire System, for the fact, that, all credit money be backed by (t)he full faith & credit, certificate to bear of (t)he united states as opposed to hard currency or gold\silver, Plaintiff comprehend its fiduciary duty to

discharge all debit\debt by proper endorsement, notwithstanding the aforesaid facts and, including the fact that, parties exchanged reciprocal credits, involving money of account and not money of exchange, no lawful money of intrinsic value is ever disbursed in commercial transaction, only a swap of credit, which cancels each other out, bringing balance to zero. General statements are Trade and Banker's Acceptances..... Additionally, the undersign, in order to obtain such injunctive relief, shall post bond in an fixed amount and with security approved through (4a Federal Fund Wire Transfer) for deposit with the Prothonotary monies in an amount fixed by the court. Pa.R.C.P. 1531(b)(1) & (2);

For these reasons Plaintiff requires for a **Writ of Replevin** or **Judgment** pertaining to the Fiduciary duties and Rights associated with the operations of the Agency, as Sole Beneficial Owner by Certification to bear assets (INSTRUMENTS) owned through a natural person or SUR-LAST NAME organization, pertaining to its cost or fair market AND intrinsic value, Plaintiff require all Public Servants under the direction of Josh Shapiro, including but not limited to **(Note-county level)** Acting Attorney General; Acting Judges; Prosecutors; Commissioners claiming interest and or persecuting by false claim to put in the record the following;

1. **Name;**
2. **Delegation of Authority Order;**
3. **Jurisdiction and Venue;**
4. **Insurance Bond, Dishonesty Bond No. and all other Bonds of suretyship;**
5. **EIN numbers**
6. **Letters of Credit**
7. **Letters of Guarantee**

Or they are Ordered to VACATE their position and TRUST pass immediately

Plaintiff in good faith attempted to conduct transaction in truth, righteousness and honor

(see BANK OF AMERICA'S acceptance)

The Great Charter, The Said (Authorized KJV) Letters Patents is EXPRESSED

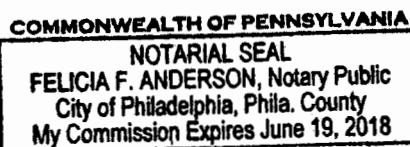
“Because hath appointed a day in which he will judge the world in righteousness by that man (female or male) whom he hath ordained; whereof he hath given assurance unto all men in that he hath raised him from the dead, - Acts 17:31 KJV

"You shall not bear false witness against your neighbor, this principle includes all forms of lying and/or casuistry and likewise deceit, - Exodus 20:16

WHEREFORE and IN WITNESS WHEREOF I, Felicia F. Anderson
State that One, the undersign affix my seal and signet with endorsement on this 9th day
Of May, 20 18

SIGNED, SEALED AND ENDORSED

IN PRESENCE OF:



Felicia F. Anderson
NOTARY PUBLIC

BY: /s/ [Signature]

Signer: Carruth, Kim

Title: ASSIGNOR

Without Recourse

CESTUI QUE USE

ALL RIGHTS RESERVED



CCP# 180300472

WARRANT OF ATTORNEY

RECOGNIZING THAT I AM OR TO BE WAIVING CERTAIN IMPORTANT RIGHTS PERTAINING TO NATURAL PERSON **KIM CARRUTH**, PRINCIPAL AND REGISTRAR OF TREASURY FILE NUMBER PA **030974-1965**, SURETY, INCLUDING THE RIGHT FROM PREJUDGMENT NOTICE OF HEARING.

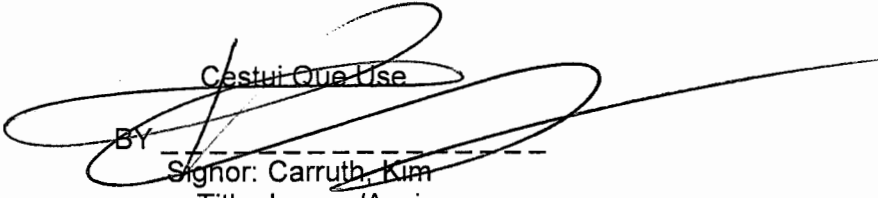
THAT ACCORDANCE WITH law I do hereby empower any attorney of any court of record within the United States of America and in the Several States thereof to appear representing, PA Registrar of Treasury File No. 030974-1965 at any time for which I be the Beneficial Owner, with or without declarations filed and whether or not the natural person named be in default, to confess judgment against my person, being **Full Faith and Credit Bond of the United States and in favor of any of the Several States for use in any County**, and its assigns, during any term or session of any court of record of any county representing the full amount of a monetary condition of relief set forth from this Warrant of Attorney to Order 4A Fed Fund Transfer Service for all and any costs.

I understand that any intellectual property from real estate, which I have posted as security in any case, may be leveraged upon to collect the amount confessed. I waive and release any right of inquisition on intellectual property of real estate, voluntarily condemn it, and authorize any Protonotary upon a Writ of Execution, Replevin, etc. to enter my voluntary combination. I also agree that any Intellectual Property of Real Estate posted by me in any case may be sold on a Writ of Execution.

I hereby forever waive and release any and all errors which may arise in any proceeding to confess judgment in any case, waive all rights of Stay of Execution , and waive all laws now in force or laws passed in the future which exempt all Royalty Incorporeal property from execution.

Signed, Sealed and Endorsed
In Presence of:

Title of Officer


Cestui Que Use

BY

Signor: Carruth, Kim

Title: Lessor/Assignor

STATE OF PENNSYLVANIA)
) S.S.
COUNTY OF PHILADELPHIA)

CCP #180300472

ASSIGNMENT FROM RIGHTS AND DUTIES

FOR VALUE RECEIVED, (t)he undersign Lessor/Assignor, hereinafter referred to as "assignor" in according with (t)he provisions of the Assignment Act of 1940, as amended [31 U.S.C. 203, 41 U.S.C. 15], hereby sells, transfers, and assigns to **KIM CARRUTH, Debtor**, West GODFREY Avenue, Pennsylvania 19120 all monies due or to be come due to eminent domain United States of America or from any department thereof under the following contract:

C.R.I.S Numbers: **170901977/1410003548**

Date of Contact: **08/31/2000**

Department or Agency: **United States Eastern District- Origin 2**

Name of Contractor: **CARRUTH, KIM**

Address of Contractor: **108 West Godfrey Avenue Pennsylvania 19120-1503**

Amount from Contract: \$ **225,000.00 USD**

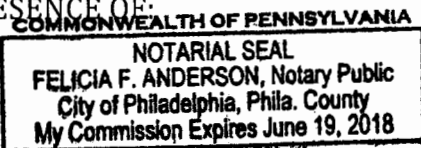
Assignor hereby stipulates, this supersedes any previous assignment that has been made and not additional assignments will be made of monies due under said contract.

Assignor hereby irrevocably authorizes the disbursing officer of the United States of America Department of the Treasury or Agency thereof to make payment to said assignee for said monies due to become due to Assignor under said contract.

IN WITNESS WHEREOF ASSIGNOR HAS EXECUTED THIS ASSIGNMENT THIS
MAY 9th DAY OF GRACE YEAR OF 2018.

SIGNED, SEALED ENDORSED

IN THE PRESENCE OF:



NOTARY PUBLIC

Felicia F. Anderson

BY: 

DATE: 5/9/2018

NAME: Carruth, Kim

TITLE: Lessor, Assignor

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 16th day of May, 2018.

Signature of Plaintiff

Mailing Address

Telephone Number

Fax Number (if you have one)

E-mail Address

[Signature]
90108 W. Godfrey Avenue
Phila, PA. 19120
215. 224.4131
Capric 2014 @ gmail . com .

Note: All plaintiffs named in the caption of the complaint must date and sign the complaint. Prisoners must also provide their inmate numbers, present place of confinement, and address.

For Prisoners:

I declare under penalty of perjury that on this _____ day of _____, 20____, I am delivering this complaint to prison authorities to be mailed to the Clerk's Office of the United States District Court for the Eastern District of Pennsylvania.

Signature of Plaintiff: _____

Inmate Number _____

**LAWFUL PUBLIC NOTICE
ABSOLUTE HEREDITARY TITLE**

CCP # 180300472

AFFIDAVIT OF OWNERSHIP OF BENEFICIAL INTEREST IN CERTIFICATE OF TITLE AND REGISTERED SECURITIES

BE IT KNOWN; one, Kim Carruth Lessor Heir to the Land: Born daughter and heir to Wesley and Miriam: CARRUTH File no. 030974-1965 (hereinafter referred to as Primary Registered Owner/Entitlement Holder), for full faith and credit from the United States Authentication by and through the Commonwealth of Pennsylvania Authentication no.2017100500849 unlimited Fee simple absolute a living deity having certain non-resident unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness, all secured and protected under Treaties and heir by birthright, unrebuted naturals, regarding the united States of America known as the "Supremacy Clause" Treaty is the supreme law of the lands and outlying islands;

WHEREAS, the living woman, Carruth, Kim Assignor: Principal, Supreme Juridic Person, non corporate herein to this Averment being duly Appointed, declare and state that one, is of full age of majority and lawfully competent to have firsthand knowledge of the facts stated herein and believe these facts to be true and correct to the best of my knowledge; and

WHEREAS, the living, woman : Carruth, kim: assignor/lessor/owner of all that has been created in the corporate name of KIM CARRUTH without authority also posed, and state that one, the born Blood daughter of Carruth, Wesley and entitled by bloodline, and original Heir accenting, and in respect to the Canon Laws Article 100 Canon, 2056-2057, hereby Order, Kim Carruth Cestui Que Vie Trust, and govern as, I see fit without restraint, or denial of access to the estate this genuine Sole Plenary Fee Simple Absolute Title Registered Owner of record and Sole Entitlement of the Master Account holders claim, and hold these truths to be self-evident having owners' equity and beneficial interest in the Certificate of Title (Certificate of Title), Registered Number:030974-1965, and these private C.R.I.S. accounts 141003548, Doc ID# 50175719, 170901977, Claim all assets of Cusip Nos. belonging to (Kim Carruth, living woman) now on the face of the instrument called Birth Certificate KIM CARRUTH" at Peace with all parties concern, by reference of official Live Person is (a valid Trust/Estate Instrument) recorded 02- 06- 1965, and filed in the County of Philadelphia, Commonwealth of Pennsylvania Vital Statistics Registrar-Recorder/County Clerk, that further describes property belonging to :Carruth, Kim., Title Fee Simple Absolute, for all tangible and intangible Real Property, residential or commercial premises located at 108 west Godfrey, Pennsylvania Republic 19120- Parcel No. 611282800, in Trust since FEB 06, 1965 also appears to be the same certificate formally held with TRUST in good faith for safekeeping by the Commonwealth of Pennsylvania Registrar of Titles (Custodian of Records).Til, Now therefore let it be said done and finished forever dissolution & resolved from the Commonwealth of Pennsylvania, into the permanent custody of the Kim Carruth, CNC as of April 13, 2018; nuc pro tunc this Affidavit/Averment of Ownership is Fee Simple Absolute Forever; and

NOW, THEREFORE, This Affidavit for Sole Ownership is Superior claim, Fee Simple Absolute, Sole Ownership of all Certificates and for all Titles, Bonds Stock, mutual funds' assets, etc. with no appointed corporate/governmental trustee and not to be transferred, any above assets from this day forth only to the Master Account Holder this serves as an actual constructive notice and that any person may rely upon this Affidavit as evidence of ownership of said properties, and is relieved of any obligation to verify claim of rights and ownership. The Registrar of Titles shall gift to the Sole Owner/Benefactor/ Entitlement Holder, immediately following the recording of this Affidavit(Affiant herein), as the one legally /lawfully entitled as beneficiary bank/assignor/nominee/Cashier of said property Claim of all Certificates Valued at 242,306,095,378.16 credit units, for Distribution annex schedule of Assets owned by the Master Account Holder who is duly the authoritative representative/Cashier/Assignor to act, appoint, assign, convey, and/or execute said Certificate of Title, who is the Author/Grantor/Trustee's however appointed and that no other parties/actors/corporate officials/ etc. is not allowed without the Registered Owner/Entitlement Holder's authorization, anyone that violates this ownership agree to fine, and prosecuted to the fullest extent of the Law, all Trust Credit Units Distribution will be by private banking institutions; and or private trust bank/brokerage account of my choice, all public officials agree upon the execution of this Averment for assets verified UCC-2017100500849 PA

IN WITNESS WHEREOF The Principal is now (Registered Sole Ownership/Grantor) has hereunto set his hand and seal; Subscribed, Sworn or Affirm before me Felicia F. Anderson, a Notary Public done on this 14 day of May 20 18.

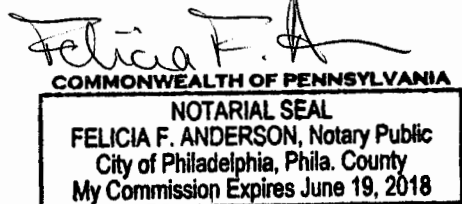
JV
Witness

Antti Trade
Witness

by:

Kim Carruth living woman, sui juris/Lessor/Assignor

Weather Kent Fulton
Witness



**CERTIFICATE FOR BENEFICIAL OWNERSHIP
of
MERCHANT MARINE TRADE NAME/VESSEL**

Private Letters of Patent

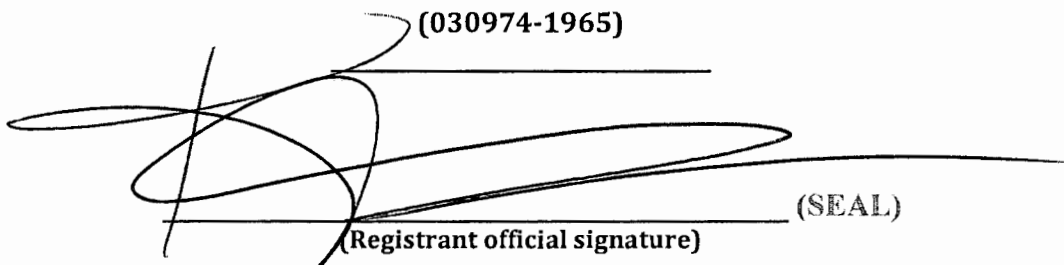
**KIM DANIELLE CARRUTH®
MASTER ACCOUNT HOLDER**

STATE/TERRITORY/CONTINENT

(PENNSYLVANIA)

REGISTRATION NUMBER

(030974-1965)


(SEAL)
(Registrant official signature)

I am, **Kim: first daughter of Carruth, Wesley** certify under executive seal for the Estate, Vessel and Trust **THE KIM DANIELLE CARRUTH Foreign Trust**, that the above tradename and all rights, titles, and interest there from is my reinvestment assets, and that if any person gains, or attempts to use said property(ies)/assets without consent, or valuable consideration given in return, is subject to penalties in the sum of **\$ 100,000,000.00 in gold, silver, foreign currency, and or credits units a fine compounded daily;**


This Original Certificate of Ownership is effective **February 06, 1965** nunc pro tunc, continuing Perpetually for generations;

I certify that Kim Carruth, whose identity(ies) is/are
(appellation of proprietary (s) Who Appeared)

known or proven to me, personally visited before me this 4th day of May 2018
(Month/Year)

at Philadelphia, Pennsylvania and signed this form;

(City/State)

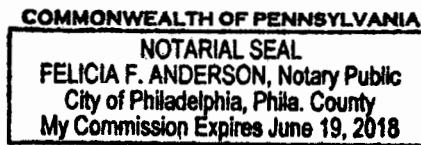

/s/ _____
(Signor/Lessor)

(OFFICIAL STAMP OR SEAL)

Philadelphia, Pennsylvania

(FRB- Philadelphia 2d)

Felicia F. A.



**UNITED STATE DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

CERTIFICATE AND NOTICE OF SERVICE

Date: May __, 2018

This is to hereby certify and return that I have personally served or legal evidence of service (USM 285) executed on the attached Defendant(s), individual(s), corporation(s), entitie(s) at the address inserted below as shown on file.

Notice to Agent is Notice to Principal, Notice to Principal is Notice to Agent

To: Josh Shapiro
Attorney General
Pennsylvania State
16TH Floor
Strawberry Square
Harrisburg, PA 17120
Attn: Josh Shapiro

Certified Mail No: _____

To: Patrick Harker
Federal Reserve Bank- Philadelphia
10 Independence Mall
Philadelphia, PA 19106
Attn: Patrick Harker

Certified Mail No: _____

To: Matthew Brushwood, A310592
Attorney
Phelan Hallinan Diamond & Jones
1617 JFK Blvd, Suite 1400
Philadelphia, PA 19103
Attn: Francis Hallinan

Certified Mail No: _____

To: Jewell Williams, dba
Philadelphia County Sheriff
200 South Broad Street, 5th Floor
Philadelphia, PA 19110
Attn: Joseph Vignola

Certified Mail No: _____

To: Robert El'fant
PA Broker

Certified Mail No: _____

El'fant Wissahickon Reality
7112 Germantown Avenue
Philadelphia, PA 19119
Attn: Robert El'Fant

To: James Leonard, dba
Philadelphia County Recorder
City Hall, room 154
Philadelphia, PA 19103
Attn: James Leonard

Certified Mail No: _____

To: Ben Carson
Commissioner
U.S. Department of H.U.D
451 7th Street, S.W.
Washington, D.C. 20410
Attn: Single Family Division Director-Phila

Certified Mail No: _____

To: Steve Wulko, dba
Court of Common Pleas Administrator
100 South Broad Street
City Hall, Room 296
Philadelphia, PA 19103
Attn: Joseph Evers

Certified Mail No: _____

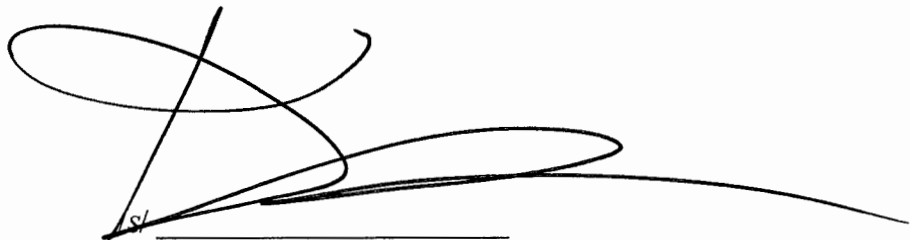
To: JAMES PATTERSON, S dba
Interloper
110 West Godfrey Avenue
Philadelphia, PA 19102
Attn: Leonard, James Jr.

Certified Mail No: _____

To: Blessed Rudolph, dba
FRB- PHILA, dba
BANK OF AMERICA, N.A.
7105 Corporate Drive
Plano, Texas 75024
Attn: Rudolph, Blessed-CFO

Certified Mail No: _____

Date: May 16th, 2019



Registered Holder, Assignor

EXHIBIT A-C

City of Philadelphia Department of Records

RECORDING INFORMATION SUMMARY (RIS)

The information provided by you will be relied upon by the Department of Records for examination and indexing purposes. If there is any conflict between the RIS and the attached document, the information on the RIS shall prevail for examination and indexing purposes.

RETURN DOCUMENT

Name:

Address:

Security Search & Abstract Co., Inc.
926 Pine Street
Philadelphia, PA 19107

Telephone:

1. Type of Document:



Deed



Sheriff's Deed



Deed of Condemnation



Other Deed



Mortgage



Release of Mortgage



Assignment of Mortgage



Satisfaction of Mortgage



Lease/Memorandum of Lease



Assignment of Lease & Rent



Easement



Other

(specify)

2. Date of Document:

8 / 31 / 2000
month day year

1. Grantor/Mortgagor/Assignor/Lessor/

Other:

(Last Name, First Name, Middle Initial)

(a.)

Kim D. Carruth

(b.)

☐ Additional names on Page 2 of RIS

4. Grantee/Mortgagee/Assignee/Lessee/

Other:

(Last Name, First Name, Middle Initial)

(a.)

PNC Mortgage Corp. of America

(b.)

☐ Additional names on Page 2 of RIS

5. Property Address:

(a.) House No. & Street Name:

108 West Godfrey Avenue

Condo Name(if applicable):

Unit #

Philadelphia, PA

Zip Code:

19120

BRT Account # (optional):

Parcel Identification Number (PIN) (optional):

☐ Additional addresses on Page 2 of RIS

6. Grantee's Mailing Address (Deed Only):

(If Grantee is at a different address than the Property Address listed in Section 6, complete this section.)

Grantee or Designee Name:

House No. & Street Name:

City:

State:

Zip Code:

7. Recording Information to be Referenced. Mortgage to be released/satisfied/assigned/modified:

(a.) Name of Original Mortgagee:

Recording Date of Original Mortgage:

month

day

year

Recorder's Index Information
of Original Mortgage:

Initials, Book and Page of Doc. ID#

☐ Additional references on Page 2 of RIS

8.

Optional Information



Consolidation



Subdivision

San Eldabba
Preparer's Name

(610) 449-7500
Preparer's Telephone Number

[Signature]
Preparer's Signature

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This Document Recorded
11/24/2000
01:30PM
Doc Code: M
Commissioner of Records, City of Philadelphia

Doc Id: 50175719
Receipt #: 62745
Rec Fee: 43.50

Dre 101-12

T.A. TITLE INSURANCE COMPANY
5035 TOWNSHIP LINE ROAD
DREXEL HILL, PA 19026

Record and Return To:
PNC Mortgage Corp. of America
Document Operations
75 North Fairway Drive
Vernon Hills, IL 60061
Parcel Number:

61-1-2828-1

{Space Above This Line For Recording Data}

Commonwealth of Pennsylvania

MORTGAGE

FHA Case No.

Prepared By:
Christy M Comfort
Bethel Park, PA 15102

Lender #: [REDACTED]

THIS MORTGAGE ("Security Instrument") is given on August 31, 2000
The Mortgagor is Kim D Carruth , unmarried as Individual



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("Borrower"). This Security Instrument is given to PNC Mortgage Corp. of America, an Ohio Corporation

which is organized and existing under the laws of Ohio, and
whose address is 75 North Fairway Drive, Vernon Hills, IL 60061

("Lender"). Borrower owes Lender the principal
sum of Fifty Seven Thousand Twenty Nine and 00/100-----
Dollars (U.S. \$57,029.00-----).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security

FHA Pennsylvania Mortgage - 4/96

P4R(PA) (0006)

ELECTRONIC LASER FORMS, INC. - (800)327-0545

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Initials

Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in Philadelphia County, Pennsylvania:
SEE ATTACHED

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which has the address of 108 West Godfrey Avenue, Philadelphia [Street, City],
Pennsylvania 19120 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

10 -P4R(PA) 100061

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Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.



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In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.



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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.



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10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.



16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, attorneys' fees and costs of title evidence.



If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

21. Reinstatement Period. Borrower's time to reinstate provided in paragraph 10 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

22. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

23. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- | | | |
|---|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider | <input type="checkbox"/> Other [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider | |

52242701 Page 16 of 19 07/24/2017 01:55 PM
COMMITMENT
SCHEDULE A
(continued)

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Hereditaments and Appurtenances, described according to a Survey and Plan thereof made by Joseph F. Delaney, Esquire, Surveyor and Regulator of the 5th District, dated 6/13/1931, as follows, to wit:

SITUATE on the Southerly side of Godfrey Avenue (80 feet wide) at the distance of 244 feet 11 inches Westwardly from the Westerly side of Front Street (80 feet wide) in the 61st Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Godfrey Avenue 15 feet 2 inches and extending of that width in length or depth Southwardly between parallel lines at right angles with the said Godfrey Avenue, 70 feet to the center of a certain 12 feet wide driveway which extends Westwardly from the said Front Street and communicates with another 12 feet wide driveway which extends Northwardly into the said Godfrey Avenue.

BEING No. 108 West Godfrey Avenue.

BEING the same premises which Alfred B. Galicia, also known as Jose Alfredo Galicia and Mirra L. Galicia, formerly known as Mirra L. Vasquez, by Indenture bearing date the 7th day of March, A.D. 1994 and recorded in the Office of the Recorder of Deeds, in and for the County of Philadelphia, aforesaid, in Deed Book VCS 529 page 578 &c., granted and conveyed unto Jose Alfredo Galicia and Mirra L. Galicia, husband and wife, in fee.

BEING Account No. 61-1-2828-00.

BEING Registry No. 139 N 6-310.



EXCEPTING THEREOUT AND THEREFROM (IF ANY) THE PREMISES AS MORE FULLY DESCRIBED IN THE FOLLOWING DEED: NONE

END OF REPORT
6/29/00 @ 12:27 AM

*SMALL ENOUGH TO SERVE YOU PERSONALLY...
LARGE ENOUGH TO SERVE YOU PROFESSIONALLY...
THANK YOU FOR USING T A Title Insurance Company!*

File No. DRE101-12

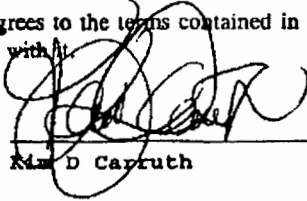
Commitment No. 2K40132DRE

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



50175719
Pg: 11 of 11
11/24/2010 01:30PM

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

_____	 _____ (Seal) Kim D Carruth -Borrower
_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

Certificate of Residence

I, T A Title, do hereby certify that the correct address of the within-named Lender is 75 North Fairway Drive Vernon Hills, IL 60061

Witness my hand this

31st

day of August

T A Title

Agent of Lender

COMMONWEALTH OF PENNSYLVANIA,

County ss:

On this, 31st day of August, 2000, before me, the undersigned officer, personally appeared

Kim D. Carruth

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:

Notarial Seal
Terri L. Setnick, Notary Public
Upper Darby Twp., Delaware County
My Commission Expires June 7, 2004

P4R(PA) 10005

Member, Pennsylvania Association of Notaries

Title of Officer

Page 9 of 9

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that 'COUNTRYWIDE HOME LOANS, INC.' hereinafter 'Assignor' the holder of the Mortgage hereinafter mentioned, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money unto it in hand paid by BANK OF AMERICA, N.A., 'Assignee,' the receipt whereof is acknowledged, has granted, bargained, sold, assigned, transferred and set over unto the said Assignee, its successors and assigns, ALL THAT CERTAIN Indenture of Mortgage given and executed by KIM D. CARRUTH to PNC MORTGAGE CORP. OF AMERICA, AN OHIO CORPORATION, bearing the date 08/31/2000, in the amount of \$57,029.00, said Mortgage being recorded on 11/24/2000 in the County of PHILADELPHIA, Commonwealth of Pennsylvania, in Document ID 50175719.

Being Known as: Premises: 108 WEST GODFREY AVENUE, PHILADELPHIA, PENNSYLVANIA 19120
Municipality: PHILADELPHIA CITY
Parcel No: 611282800

The transfer of the mortgage and accompanying rights was effective at the time the loan was sold and consideration passed to the Assignor. This assignment is solely intended to describe the instrument sold in a manner sufficient to put third parties on public notice of what has been sold.

Together with all Rights, Remedies and incidents thereunto belonging. And all its Right, Title, Interest, Property, Claim and Demand, in and to the same:

TO HAVE, HOLD, RECEIVE AND TAKE, all and singular the hereditaments and premises granted and assigned, or mentioned and intended so to be, with the appurtenances unto Assignor, its successors and assigns, to and for its only proper use, benefit and behoof forever.

IN WITNESS WHEREOF, the said 'Assignor' has caused these presents to be duly executed this 4 day of September, 2014.

The precise address of the within named Assignee is: 7105 CORPORATE DRIVE, PLANO, TX 75024

By: [Signature]

COUNTRYWIDE HOME LOANS, INC.

By: [Signature]
Name: Lyndia Lenate Rhodes
Title: Assistant Vice President

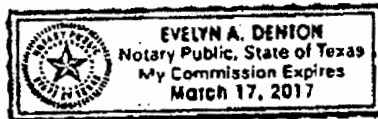
State of Texas

County of Dallas

On this 4 day of September, 2014, before me, the subscriber, personally appeared Lyndia Lenate Rhodes who acknowledged him/herself to be the Assistant Vice President for COUNTRYWIDE HOME LOANS, INC., and that he/she as such Assistant Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stamp/Seal:



[Signature]
Notary Public



52834836

Page: 1 of 2

10/02/2014 09:41AM

This Document Recorded

10/02/2014

09:41AM

Doc Code A

Commissioner of Records, City of Philadelphia

Doc ID: 52834836

Receipt #: 1411247

Rec Fee: 220.00

LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Hereditaments and Appurtenances, described according to a Survey and Plan thereof made by Joseph F. Delaney, Esquire, Surveyor and Regulator of the 5th District, dated 6/13/1931, as follows, to wit:

SITUATE on the Southerly side of Godfrey Avenue (80 feet wide) at the distance of 244 feet 11 inches Westwardly from the Westerly side of Front Street (80 feet wide) in the 61st Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Godfrey Avenue 15 feet 2 inches and extending of that width in length or depth Southwardly between parallel lines at right angles with the said Godfrey Avenue, 70 feet to the center of a certain 12 feet wide driveway which extends Westwardly from the said Front Street and communicates with another 12 feet wide driveway which extends Northwardly into the said Godfrey Avenue.

BEING No. 108 West Godfrey Avenue.

BEING the same premises which Alfred B. Galicia, also known as Jose Alfredo Galicia and Mirna L. Galicia, formerly known as Mirna L. Vasquez, by Indenture bearing date the 7th day of March, A.D. 1994 and recorded in the Office of the Recorder of Deeds, in and for the County of Philadelphia, aforesaid, in Deed Book VCS 529 page 578 &c., granted and conveyed unto Jose Alfredo Galicia and Mirna L. Galicia, husband and wife, in fee.

BEING Account No. 61-1-2828-00.

BEING Registry No. 139 N 6-310.

Parcel No: 611282800

2

City of Philadelphia Department of Records

RECORDING INFORMATION SUMMARY (RIS)

The information provided by you will be relied upon by the Department of Records for examination and indexing purposes. If there is any conflict between the RIS and the attached document, the information on the RIS shall prevail for examination and indexing purposes.

RETURN DOCUMENT TO:

Name: _____
 Address: _____ Security Search & Abstract Co., Inc.
 926 Pine Street
 Philadelphia, PA 19107
 Telephone: _____

1. Type of Document:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Deed | <input type="checkbox"/> Mortgage | <input type="checkbox"/> Lease/Memorandum of Lease |
| <input type="checkbox"/> Sheriff's Deed | <input type="checkbox"/> Release of Mortgage | <input type="checkbox"/> Assignment of Lease & Rent |
| <input type="checkbox"/> Deed of Condemnation | <input type="checkbox"/> Assignment of Mortgage | <input type="checkbox"/> Easement |
| <input type="checkbox"/> Other Deed | <input type="checkbox"/> Satisfaction of Mortgage | <input type="checkbox"/> Other _____ (specify) |

2. Date of Document: 8 / 31 / 2000
 month day year

1. Grantor/Mortgagor/Assignor/Lessor/ Other: (a.) Jose Alfredo Galicia
 (Last Name, First Name, Middle Initial) (b.) Mirna L. Galicia
☐ Additional names on Page 2 of RIS

4. Grantee/Mortgagee/Assignee/Lessee/ Other: (a.) Kim Carroll
 (Last Name, First Name, Middle Initial) (b.) _____
☐ Additional names on Page 2 of RIS

5. Property Address:

(a.) House No. & Street Name: 108 West Godfrey Avenue
 Condo Name(if applicable): _____ Unit # _____ Philadelphia, PA Zip Code: 19120
 BRT Account # (optional): _____ Parcel Identification Number (PIN) (optional): _____
☐ Additional addresses on Page 2 of RIS

6. Grantee's Mailing Address (Deed Only):

(If Grantee is at a different address than the Property Address listed in Section 6, complete this section.)

Grantee or Designee Name: _____

House No. & Street Name: _____

City: _____ State: _____ Zip Code: _____

7. Recording Information to be Referenced. Mortgage to be released/satisfied/assigned/modified:

(a.) Name of Original Mortgage: _____
 Recording Date of Original Mortgage: _____ / _____ / _____
 month day year

Recorder's Index Information
 of Original Mortgage:

Initials, Book and Page or Doc. ID#

☐ Additional references on Page 2 of RIS

8. Optional Information

☐ Consolidation ☐ Subdivision

San Eldabbar
 Preparer's Name

(610) 449-7580
 Preparer's Telephone Number

[Signature]
 Preparer's Signature

FOR DEPT USE ONLY

50175718

Pg: 1 of 4
 11/24/2000 01:30PM

This Document Recorded
 11/24/2000 State RTT: 575.00 Doc ID: 50175718
 01:30PM Local RTT: 1,725.00 Receipt #: 62745
 Doc Code: D Commissioner of Records, City of Philadelphia Rec Fee: 48.50

DNE 101-12
Fee Simple Deed

This Deed, made on August 31, 2000, between,

Jose Alfredo Galicia and Mirna L. Galicia, husband and wife,

hereinafter called the Grantor(s), of the one part, and

Kim Carruth,

hereinafter called the Grantee(s), of the other part.

Witnesseth, that in consideration of Fifty Seven Thousand Five Hundred dollars & no cents, (\$57,500.00)

in hand paid, the receipt whereof is hereby acknowledged, the said Grantor(s) do(es) hereby grant and convey unto the said Grantee(s), his/her/their heirs and assign(s),

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Hereditaments and Appurtenances, described according to a Survey and Plan thereof made by Joseph F. Delaney, Esquire, Surveyor and Regulator of the 5th District, dated 6/13/1931, as follows, to wit:

SITUATE on the Southerly side of Godfrey Avenue (80 feet wide) at the distance of 244 feet 11 inches Westwardly from the Westerly side of Front Street (80 feet wide) in the 61st Ward of the City of Philadelphia.

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BEING the same premises which Alfred B. Galicia, also known as Jose Alfredo Galicia and Mirna L. Galicia, formerly known as Mirna L. Vasquez, by Indenture bearing date the 7th day of March, A.D. 1994 and recorded in the Office of the Recorder of Deeds, in and for the County of Philadelphia, aforesaid, in Deed Book VCS 529 page 578 &c., granted and conveyed unto Jose Alfredo Galicia and Mirna L. Galicia, husband and wife, in fee.

BEING Account No. 61-1-2828-00.

BEING Registry No. 139 N 6-310.



50175718

Pg: 2 of 4
11/24/2000 01:30PM

And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s) that he/she/they, the said Grantor(s), his/her/their heir(s) and/or assign(s), SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee(s), his/her/their heir(s) and assign(s), against the said Grantor(s) and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him/her or any of them.

In witness whereof, the said Grantor(s) has/have caused these presents to be duly executed, the day and year first above written.

Sealed and delivered in the presence of:

Jose Alfredo Galicia Seal
Jose Alfredo Galicia

Mirna L. Galicia Seal
Mirna L. Galicia

_____ Seal

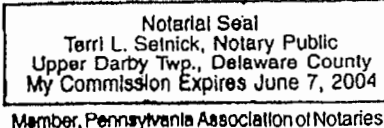


50175718
Pg: 3 of 4
11/24/2000 01:30PM

State of Pennsylvania
County of Philadelphia

On this August 31, 2000, before me, the undersigned officer, personally appeared Jose Alfredo Galicia and Mirna L. Galicia, husband and wife, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



[Signature]

Notary Public

DEED

File No. DRE101-12

Folio/Parcel No.: Account No. 61-1-2828-00

Grantor: Jose Alfredo Galicia and Mirna L. Galicia, husband and wife

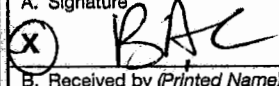

Grantee: Kim Carruth

I certify the address of the Grantee to be, and mail tax bill to: 108 West Godfrey Avenue, Philadelphia, PA 19120

Premises: 108 West Godfrey Avenue, Philadelphia, Pennsylvania 19120

Return document to: Title Alliance, LTD, 5035 Township Line Road, Drexel Hill, Pennsylvania 19026

DOCUMENT I.D. NUMBER <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	GRANTEE'S NAME <u>Kim Carruth</u> GRANTEE'S NAME <div style="border: 1px solid black; height: 20px; width: 100%;"></div> GRANTEE'S NAME <div style="border: 1px solid black; height: 20px; width: 100%;"></div> GRANTEE'S NAME <div style="border: 1px solid black; height: 20px; width: 100%;"></div> DATE RECORDED <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	GRANTEE'S SOCIAL SECURITY NO. <div style="border: 1px solid black; height: 20px; width: 100%;"></div> GRANTEE'S SOCIAL SECURITY NO. <div style="border: 1px solid black; height: 20px; width: 100%;"></div> GRANTEE'S SOCIAL SECURITY NO. <div style="border: 1px solid black; height: 20px; width: 100%;"></div> GRANTEE'S SOCIAL SECURITY NO. <div style="border: 1px solid black; height: 20px; width: 100%;"></div> CITY TAX PAID <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION		
Complete each section and file with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).		
A. CORRESPONDENT — All inquiries may be directed to the following person:		
NAME <u>TA Title & Ins Company</u>		TELEPHONE NUMBER: AREA CODE <u>610</u> - <u>449-7580</u>
STREET ADDRESS <u>5035 Township Line Rd</u>	CITY <u>Drexel Hill</u>	STATE <u>PA</u>
		ZIP CODE <u>19026</u>
B. TRANSFER DATA		
GRANTOR(S)/LESSOR(S) <u>Jose Alfredo + Mirena L. Galicia</u>	DATE OF ACCEPTANCE OF DOCUMENT: GRANTEE(S)/LESSEE(S) <u>Kim Carruth</u>	
STREET ADDRESS <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	STREET ADDRESS <u>108 West Godfrey Avenue</u>	
CITY <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	STATE <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	ZIP CODE <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
CITY <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	STATE <u>PA</u>	ZIP CODE <u>19120</u>
C. PROPERTY LOCATION		
STREET ADDRESS <u>108 West Godfrey Avenue</u>	TAX PARCEL NUMBER <u>61-1-2828-00</u>	
D. VALUATION DATA		
1. ACTUAL CASH CONSIDERATION <u>57,500.00</u>	2. OTHER CONSIDERATION <u>0</u>	3. TOTAL CONSIDERATION <u>57,500.00</u>
4. COUNTY ASSESSED VALUE <u>10752</u>	5. COMMON LEVEL RATIO FACTOR <u>3.43</u>	6. FAIR MARKET VALUE <u>36879.36</u>
1A. PERCENTAGE OF INTEREST CONVEYED <u>100%</u>	1B. TAXABLE PERCENTAGE <u>100%</u>	
E. Check Appropriate Box Below for Exemption Claimed		
<input type="checkbox"/> Will or intestate succession NAME OF _____		
<input type="checkbox"/> Transfer to Industrial Development Agency.		
<input type="checkbox"/> Transfer to agent or straw party. (Attach copy of agency/straw party agreement)		
<input type="checkbox"/> Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ 		
<input type="checkbox"/> Transfer to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution)		
<input type="checkbox"/> Transfer from mortgagee to a holder in mortgage in default. Mortgage Book Number Page Number 		
<input type="checkbox"/> Mortgagee (grantor) sold property to Mortgagee (grantee). (Attach copy of prior deed)		
<input type="checkbox"/> Corrective deed (Attach copy of the prior deed and explain corrections being made.)		
<input type="checkbox"/> Other (Please explain exemption claimed if other than listed above) 		
Under penalty of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.		
SIGNATURE OF PERSONNEL TO BE RESPONSIBLE PARTY type your first and last name here <u>Steven D. Eldred</u>		DATE <u>11/10/00</u>
IF YOU HAVE A DISABILITY AND REQUIRE AN ACCOMMODATION IN ORDER TO COMPLETE THIS FORM AND/OR TO PARTICIPATE IN A PROGRAM OR SERVICE, CONTACT THE ADA COORDINATOR AT 686-2263.		

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY			
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front, if space permits. 		<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>			
<p>1. Article Addressed to: BLESS RUDOLF, A-CFO Director BANK OF AMERICA, N.A. 1950 N. STEMMONS FWY SUITE 6020 DALLAS TEXAS 75207</p>  <p>9590 9403 0168 5120 7049 37</p>		<p>B. Received by (Printed Name) AMERICA</p> <p>C. Date of Delivery</p>			
<p>2. Article Number (Transfer from service label) RR 475 746 738 US</p>		<p>3. Service Type</p> <table border="0"> <tr> <td> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) </td> <td> <input type="checkbox"/> Priority Mail Express® <input checked="" type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input checked="" type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </td> </tr> </table>		<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input checked="" type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input checked="" type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input checked="" type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input checked="" type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery				
PS Form 3811, April 2015 PSN 7530-02-000-9053		Domestic Return Receipt			

UNITED STATES POSTAL SERVICE



First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

AV NOTARY & MESSENGER
1520 WEST DUNCANNON AVENUE
SUITE 1
PHILADELPHIA, PA 19141

USPS TRACKING#



9590 9403 0168 5120 7049 37

Registered No. RR 475 746 738 US		Date Stamp MAR 25 2017 0145
To Be Completed By Post Office	Reg. Fee	\$1.40
	Handling Charge	\$11.75
	Postage	\$2.75
	Return Receipt	\$0.00
	Restricted Delivery	\$0.00
	Received by	\$0.00
Customer Must Declare Full Value \$0.00		Domestic Insurance up to \$25,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).
PHILADELPHIA, PA 19120		
OFFICIAL USE		
To Be Completed By Customer (Please Print) All Entries Must Be In Ballpoint or Typed	FROM	ESTATE OF CARRUTH- A. V. NOTARY MESSENGER SRV. 1520 WEST DUNCANNON AVE. STE 1 PHILADELPHIA, PA 19141
	TO	BLESS RUDOLF A. CFO-BOA BANK OF AMERICA, N.A. 1950 N. STEMMONS Fwy STE 6020 DALLAS INDEMAN, DALLAS, TEXAS 75207

S Form 3806, **Receipt for Registered Mail** Copy 1 - Customer
 May 2007 (7530-02-000-9051) (See Information on Reverse)
 For domestic delivery information, visit our website at www.usps.com®

1 title to the property?

2 MR. JAMES PATTERSON JR.: We
3 purchased it from off line. It came
4 directly from Bank Of America. It was a
5 foreclosure.

6 THE COURT: So you purchased it
7 from them?

8 MR. JAMES PATTERSON JR.: Yes,
9 directly.

10 THE COURT: And according to this
11 deed -- this is not a certified copy of
12 the deed.

13 MR. JAMES PATTERSON JR.: It has a
14 certification. I think it's, like, the
15 fourth page.

16 THE COURT: Certification from the
17 Department Of Records, they put it on the
18 back. They seal it on the back, which
19 shows this is the most recent title.

20 I'll give you time. I know what
21 you're saying, but that's not a certified
22 copy of the deed. This is a deed, but
23 these can be forged.

24 MR. JAMES PATTERSON JR.: Yes.

25 THE COURT: When you get a

1 certified copy of the deed, the Department
2 Of Records will stamp it on the back and
3 assure the Court that this is the most
4 recent deed. I'll give you time to go get
5 one.

6 Now, ma'am, you are?

7 MS. CARRUTH: Kim Carruth.

8 THE COURT: Is there something you
9 want to say about this?

10 MS. CARRUTH: Yes, I do.

11 I did a settlement back with Bank
12 Of America last year with the notes that I
13 submitted; however, Bank Of America stated
14 they do not do foreclosures, and I have a
15 witness who was privy to that conversation
16 when I did speak with Bank Of America when
17 I did full settlement with that note.

18 THE COURT: Do you have something
19 in writing that reflects that?

20 MS. CARRUTH: I actually have the
21 actual receipt.

22 THE COURT: Swear he in, please.

23 - - -

24 KIM CARRUTH, having been duly
25 sworn, was examined and testified as

1 follows:

2 THE COURT CRIER: State your full
3 name and address for the record.

4 MS. CARRUTH: Kim Carruth, 108
5 West Godfrey Avenue, Philadelphia, PA
6 19120.

7 - - -

8 JAMES PATTERSON JR., having been
9 duly sworn, was examined and testified as
10 follows:

11 THE COURT CRIER: State your full
12 name and address for the record.

13 MR. JAMES PATTERSON JR.: James
14 Patterson Jr., 110 West Godfrey Avenue.

15 THE COURT: Ma'am, I asked you did
16 you have something in writing.

17 I have here in my hand a copy
18 of -- not a copy -- the actual deed
19 prepared.

20 Have you recorded this deed?

21 MR. JAMES PATTERSON JR.: I'm
22 pretty sure, yes. It says it has been
23 recorded.

24 THE COURT: You still need to get
25 a certify copy of it.

8

1 But, ma'am, I have in my hands a
2 copy of the deed from Bank Of America that
3 says that the property was conveyed to
4 James Patterson Jr. and James Patterson
5 Sr. As the joint tenants with rights of
6 survivorship as of August 28th, 2017.

7 You're saying it's not valid?

8 MS. CARRUTH: No.

9 THE COURT: Why isn't it valid?

10 MS. CARRUTH: It isn't valid
11 because I sent in the full settlement for
12 this actual note on this estate, so I
13 don't think that's right at all. So I
14 don't think that's right at all.

15 THE COURT: I'll tell you what, as
16 of right now, the only thing that I have
17 in writing is the deed from Bank Of
18 America. I know you said that that's not
19 correct, but the fact is what do you have
20 to contradict this?

21 MS. CARRUTH: Well, I have my
22 actual deed of actual estate; however, I
23 don't believe that ^{their} is ^{not} the correct deed.

24 THE COURT: Why not?

25 MS. CARRUTH: I am the actual

9

1 assignor of the estate.

2 THE COURT: I don't know what term
3 means, the assignor of the estate?

4 MS. CARRUTH: I am the estate
5 holder.

6 THE COURT: Can I see what you
7 have?

8 MS. CARRUTH: That's for full
9 settlement that I sent to the CFO of bank
10 of Bank Of America. I do have a witness,
11 Your Honor, that was privy to that
12 conversation when Bank Of America said
13 that they do not do foreclosures. He was
14 on the phone, as well.

15 THE COURT: Well, what I see here,
16 ma'am, is the property was conveyed to you
17 in 2000, that is August 31st, 2000, and
18 the claimants say the property was
19 conveyed to them in 2017, which means
20 their deed is later than yours, and unless
21 you can show me why that's not valid, I'm
22 going to have to interpret is as being
23 valid.

24 I'm going to ask you all to step
25 back. I'm going to give you time to get

1 need to vacate?

2 MS. CARRUTH: Can I ask a
3 question, as well?

4 THE COURT: Yes, you may.

5 MS. CARRUTH: Do you have the
6 redemption of equity paper that I filed?

7 THE COURT: Do I have the what?

8 MS. CARRUTH: My paperwork that I
9 filed in court?

10 THE COURT: Let me look at them.

11 Do you need this back?

12 MR. JAMES PATTERSON JR.: Yes,
13 sir.

14 THE COURT: Let him make a copy of
15 it.

16 Ms. Carruth, you're asking do I
17 have what you submitted?

18 MS. CARRUTH: Yes.

19 THE COURT: I have a copy of your
20 answer.

21 MS. CARRUTH: And the amendment,
22 the redemption under equity, exclusive
23 equity, is that what you have?

24 THE COURT: I have this document
25 that says, See attached redemption under

1 exclusion evidence equity right to
2 subrogation.

3 MS. CARRUTH: So this was under a
4 trust account. That's why I don't
5 understand how -- his paperwork should
6 have been void from the date that I
7 submitted the full settlement to Bank Of
8 America. I'm not understanding how he
9 received the actual deed. Again, I sent
10 in everything I was supposed to send in to
11 secure everything, and I'm still not
12 understanding that.

13 THE COURT: Are you saying that
14 you paid the entire amount to Bank Of
15 America?

16 MS. CARRUTH: Yes.

17 There was a UCC, a promissory
18 note, the whole thing, and I'm not
19 understanding how this came about.

20 THE COURT: Did you hire an
21 attorney, ma'am?

22 MS. CARRUTH: No, I haven't.

23 THE COURT: See, the problem is by
24 the time that you submitted this -- this
25 is dated March 2018 -- the property had

1 that Bank Of America was conveyed the
2 property by Sheriff Williams while in
3 foreclosure recorded on July 24th, 2017.

4 They turn around and conveyed the
5 property to Mr. Patterson on August 28th,
6 2017. Somebody is deluding somebody, but
7 I think they are deluding you, if that's
8 been happening, because, apparently, they
9 did foreclose on the property. They put
10 it up for sheriff's sale. They purchased
11 it themselves at Sherrif's sales, and they
12 conveyed it.

13 You didn't buy it at Sherrif's
14 sale

15 MR. JAMES PATTERSON JR.: No.

16 THE COURT: So Bank Of America
17 conveyed the property after they an
18 obtained possession all I can tell you is
19 you need to get an attorney because both
20 of you paid Bank Of America the same
21 amount for the property I'm assuming that
22 Bank of America was your mortgage holder.

23 MS. CARRUTH: Servicer.

24 THE COURT: So they foreclosed?

25 Your property was in foreclosure,

1 said send in the full amount, which I did.
2 Once I sent in the full amount, they
3 stated that they received it, and then I
4 kept getting notices and whatnot. I
5 didn't let it go. We had dialogue. So
6 I'm not understanding. That's the reason
7 I'm here.

8 THE COURT: All I can tell you at
9 this juncture, ma'am, is that you need to
10 get an attorney to represent you. If
11 you're saying that you paid them the
12 entire amount before it went to sheriff's
13 sale, that's not reflected in any of the
14 paperwork.

15 MS. CARRUTH: Okay.

16 My receipt says different.

17 THE COURT: I said the paperwork
18 says --

19 MS. CARRUTH: I understand.

20 THE COURT: -- that they went to
21 Sherrif's sale. They purchased it. Bank
22 Of America purchased it at Sherrif's sale.
23 Then a month later, they later conveyed it
24 to Mr. Patterson after the Sherrif's sale.
25 He is the lawful owner. There's nothing

1 that I've seen that does not show me that.
2 That was more than eight months ago. I
3 have to give judgment to him. He's
4 entitled to that.

5 I suggest, however, that you get
6 an attorney and try to get your money
7 back, because they have been paid by
8 Mr. Patterson and by you, and they are not
9 entitled to that. It could be that a
10 fraud was committed.

11 Now, I have to warn you they could
12 say that the amount that they sold it to
13 Mr. Patterson for was not the amount that
14 they were owed. They could say that when
15 you gave them the money that just made
16 them whole and they didn't owe you
17 anything further.

18 Do you understand what I mean?

19 MS. CARRUTH: I understand.

20 THE COURT: What was the original
21 amount of your mortgage?

22 MS. CARRUTH: 53,500.

23 THE COURT: It's hard to see how
24 they could get \$147,000 on a property if
25 they only lent \$54,000. Something is not